

SRC: _____ Sales Office: _____ Completed By: _____ Merchant Number: _____

Business Information Section 1	Doing Business As Name: (As It Appears on Receipt)			Merchant's Legal Business Name: (Sole Prop. Use Principal's Name)		
	DBA Address: (Street Address Required. P.O. Box Not Accepted)			Legal Address: <input type="checkbox"/> Check if the same as DBA Address		
	City / State / Zip:			City / State / Zip:		
	DBA Business Phone:		Business Fax:		Business Website (URL):	
	Contact Name:		Contact Phone #:		Contact Email or Business Email:	
	Business Open Date:			Mail Correspondence: <input type="checkbox"/> DBA Address <input type="checkbox"/> Legal Address		
	Types of Transactions		Business Location		Merchant Type	
	Retail Swipe _____%		<input type="checkbox"/> Store Front		<input type="checkbox"/> Retail	
	Retail Keypad _____%		<input type="checkbox"/> Office		<input type="checkbox"/> Petroleum	
	Mail/Telephone _____%		<input type="checkbox"/> Home		<input type="checkbox"/> Mail/Telephone	
Internet _____%		<input type="checkbox"/> Other (specify): _____		<input type="checkbox"/> Internet		
TOTAL: 100%		SIC / MCC: _____		<input type="checkbox"/> B2B		
Financial Data		Customer Return Policy		Delivery Time Frame		
* For Visa, MasterCard, Discover, American Express processing volume ONLY		<input type="checkbox"/> Full Refund w/in _____ days		0-7 Days _____%		
Monthly Sales Vol: \$ _____		<input type="checkbox"/> Exchange/Store Credit Only		8-14 Days _____%		
Highest Ticket: \$ _____		<input type="checkbox"/> Restocking Fee _____%		15-30 Days _____%		
Average Ticket: \$ _____		<input type="checkbox"/> No Refunds/All Sales Final		Over 30 Days _____%		
		<input type="checkbox"/> Other: _____		Total: 100%		
				If other, specify: _____		
				Under any circumstance, will the merchant require an Advanced Deposit?		
				<input type="checkbox"/> Yes <input type="checkbox"/> No		
				If yes, specify: _____		
Has Applicant ever accepted CC? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, previous processor/merchant services provider (MSP): _____				
Reasons For Leaving: <input type="checkbox"/> Rates <input type="checkbox"/> Service <input type="checkbox"/> Reserve <input type="checkbox"/> Terminated <input type="checkbox"/> Other:						
Product or Service Description			Does Merchant use 3rd party to store, process or transmit cardholder data?			
Specific Type of Product(s) / Service(s) Sold:			<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide third party information below:			
Who performs product/service fulfillment? _____% Merchant _____% Vendor/Fulfillment House TOTAL = 100%			Name:		Phone:	
Vendor Name:		Vendor Phone:		Address:		
Vendor Address:			City / State / Zip:			
IRS Section 2	Name (As it appears on your Income Tax Return):		Federal Tax ID# (As it appears on your Income Tax Return):		<input type="checkbox"/> I certify that I am a foreign entity/ nonresident alien (if checked, please attach IRS form W-8)	
	NOTE: Failure to provide accurate information may result in withholding of merchant funding per IRS regulations (Pursuant to Part III: A.4 of the Program Guide).					
Owner / Partner / Officer Section 3	Name: (First Middle Last)			Name: (First Middle Last)		
	Title:		% Owned:		Title:	
	% Owned:		Home Address: (No P.O. Box)			
	Home Address: (No P.O. Box)		City:		State:	
	City:		State:		Zip:	
	Home Telephone #:		Social Security #:		Home Telephone #:	
	Social Security #:		DOB:		Driver's License #:	
DOB:		State:		State:		
REF Section 4	Landlord:		Address:		Phone:	
	Contact:		Vendor:		Address:	
Phone:		Phone:		Contact:		
Banking Section 5	Bank Name:		City:		State:	
	State:		Zip:		Phone:	
Contact:		Transit #: (ABA Routing - 9 digits)		Account #: (DDA)		
				Type of Account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other:		
Site Visit Section 6	Date:		Type of Building:		Sq. Ft. (approx):	
	Inspector's Comments:				# of yrs occupied:	
					_____ Sales Rep Signature	

Service Fee Schedule
 Visa / MasterCard / Discover / American Express - Section 7

Visa, MasterCard, Discover Authorization & Capture Fee: \$ _____ (per item)
American Express Network Authorization & Capture Fee: \$ _____ (per item)

American Express Existing SE #: _____

Pass Through Visa, MasterCard, Discover Interchange
 Pass Through American Express Program Pricing

Flat Rate

Visa, MasterCard, Discover: Other Volume Rate _____ %
 American Express: Other Volume Rate _____ %
 Exclude interchange reimbursements on Credit transactions

Visa, MasterCard, Discover: Discount Rate _____ % Transaction Fee: \$ _____
 American Express: Discount Rate _____ % Transaction Fee: \$ _____
 Monthly Fee: \$ _____

Tiered Discount

ERR

Visa, MasterCard, Discover: Qualified Debit _____ % Mid-Qual Debit _____ % Non-Qual Debit _____ %
 Visa, MasterCard, Discover: Qualified Credit _____ % Mid-Qual Credit _____ % Non-Qual Credit _____ %
 American Express: Qualified Credit _____ % Mid-Qual Credit _____ % Non-Qual Credit _____ %

Visa, MasterCard, Discover: Discount Rate _____ %
 Visa, MasterCard, Discover: Non-Qualified Rate _____ %
 American Express: Discount Rate _____ %
 American Express: Non-Qualified Rate _____ %

Pass Through Visa, MasterCard, Discover Dues & Assessments

Pass Through American Express Network Fee

Pass Through Association Fees at Cost
(All association fees are passed through at cost incl. but not limited to those listed below)

<input type="checkbox"/> Visa APF	<input type="checkbox"/> Visa FANF	<input type="checkbox"/> MasterCard Acq Sup	<input type="checkbox"/> MasterCard Lic Vol Fee
<input type="checkbox"/> Visa INTL Acq	<input type="checkbox"/> Visa Integrity	<input type="checkbox"/> MasterCard NABU	<input type="checkbox"/> Discover INTL Service
<input type="checkbox"/> Visa 0 Floor Limit	<input type="checkbox"/> Visa Misuse	<input type="checkbox"/> MasterCard Cross Border	<input type="checkbox"/> Discover IPF
<input type="checkbox"/> Visa ACQ ISA	<input type="checkbox"/> Visa Kilobyte	<input type="checkbox"/> MasterCard Kilobyte	<input type="checkbox"/> Discover Data Usage
<input type="checkbox"/> Visa File Trans Fee	<input type="checkbox"/> Visa C/D ACQ Cre Vou	<input type="checkbox"/> MasterCard Dig En Fee	

Accept all MasterCard, Visa, Discover & American Express Network Transactions (presumed unless specified below)

MasterCard	<input type="checkbox"/> Credit Transactions ONLY	<input type="checkbox"/> Debit Transactions ONLY
Visa	<input type="checkbox"/> Credit Transactions ONLY	<input type="checkbox"/> Debit Transactions ONLY
Discover	<input type="checkbox"/> Credit Transactions ONLY	<input type="checkbox"/> Debit Transactions ONLY
American Express	<input type="checkbox"/> Credit Transactions ONLY	

Other - Section 8

PIN Debit

Voyager

Wright Express

EBT

Pass Through Debit Network Fees

Auth Fee (Per Item)

Auth Fee (Per Item)

Account #: _____

\$ _____
Other Item Rate

_____ %
Other Volume %

\$ _____
Qualified _____ %

\$ _____
(Requires separate application)

Per Item \$ _____

Misc Fees - Section 9

Miscellaneous Fees

Monthly Fees

Per Occurrence

Statement Fee \$ _____
 Online Reporting \$ _____
 PCI Logistics \$ _____
 Support Fee \$ _____
 Monthly Minimum \$ _____
 Other: _____ \$ _____
 Other: _____ \$ _____

Chargeback Fee \$ _____
 Retrieval Fee \$ _____
 Sales Transaction Fee \$ _____
 Return Transaction Fee \$ _____
 Other: _____ \$ _____

Batch Fee \$ _____
 Application Fee \$ _____
 Voice Auth \$ _____
 Electronic AVS \$ _____
 Other: _____ \$ _____
 Voice AVS Fee \$ _____
 ARU Fee \$ _____
 Early Termination \$ _____
 Annual Fee \$ _____
 ACH Reject Fee \$ _____

Signature - Section 10

Client certifies that all information set forth in this completed Merchant Processing Application and Agreement (MPA) is true and correct and that Client has received a copy of the Program Guide and Confirmation Page (version VERPLL1803(a)), which is part of this MPA (consisting of Sections 1-10), and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 1, you are authorized to accept transactions in accordance with the percentages indicated in that section.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application. As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

Client authorizes PLL and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software, shipping, rental fees, wireless fees, setup fees and gateway fees as well as any applicable state taxes. You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq, and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by PLL and Bank.

Client's Business Principal / Officer

Signature: _____ Print Name: _____ Date: _____

Signature: _____ Print Name: _____ Date: _____

Personal Guarantee:

In exchange for Payment Logistics Limited and Wells Fargo Bank, N.A. (the Guaranteed Parties) acceptance of, as applicable, the Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Signature: _____ Print Name: _____ Date: _____

Signature: _____ Print Name: _____ Date: _____

Accepted by Payment Logistics Limited

Wells Fargo Bank, N.A., 1200 Montego, Walnut Creek, CA 94598

Signature: _____ Signature: _____

Title: _____ Date: _____ Title: _____ Date: _____

EQUIPMENT SETUP & DEPLOYMENT

		Terminal Information											
		Terminal	Terminal Model:			Quantity:		Price:		S/N:		Auto Settle: ____:____ AM / PM	
Status:	Purchased		Rental	Existing	Connection:		Dial	IP	Wireless	Notes:			
Terminal Model:			Quantity:		Price:		S/N:		Auto Settle: ____:____ AM / PM				
Status:	Purchased		Rental	Existing	Connection:		Dial	IP	Wireless	Notes:			
Wireless Fees			Features <small>(check all that apply)</small>							Comments			
Setup	\$ _____		Retail	Restaurant	Quick Serve	Lodging							
Monthly	\$ _____		Tip Prompt	Invoice Prompt	Server/Clerk Prompt								
Per Item	\$ _____		Refund Policy on Receipt	Multi Merchant <small>(Indicate all MIDs in comments section to right)</small>									
Additional Services <small>(check all that apply)</small>													
PIN Debit			PIN Pad Type: _____		Qty: _____		Price: _____		S/N: _____				
		Status: Purchased Rental Existing		Encryption: _____		Notes: _____							
Gift / Loyalty Provider: <small>*May require separate application.</small>					ComeBackCard Other: _____			Check Services Provider: <small>*May require separate application.</small>					
Deployment													
Ship To:	Merchant DBA	Merchant Legal	Agent	Other: _____				Download By: Agent Technical Support					
Method:	Ground	Next Day Saver	Next Day	2-Day	3-Day								
Billing:	Merchant	Agent	Other: _____										
		Gateway Information											
		Setup: \$ _____			Monthly: \$ _____			Transaction \$ _____					
Gateway		Paygistix		Auto Settle Time: ____:____ AM / PM				EPN - Internet Basic			Authorize.net		
		Paygistix Mobile	Qty	Paygistix Web		Recurring Billing			Retail			MOTO	
		Encrypted Card Reader	\$ _____	Paygistix Terminal		Quickbooks Pro Plug-in: \$ _____			Quickbooks POS Plug-in: \$ _____				
		Phone Model(s): _____		Paygistix Virtual Terminal		Shopping Cart			Existing Acct			New Acct	
						Other: _____			If existing, Gateway ID: _____				
		Paygistix Register	Qty					Comments:					
		Paygistix Enc. Unimag Pro	\$85.00 _____	Cash Drawer		\$125.00 _____							
		Star SM-T300i Printer	\$399.99 _____	Windfall iPad Stand		\$145.00 _____							
		Star TSP650II Printer	\$349.99 _____	White Grey Black									
Point of Sale Information													
Point of Sale		Type:			Version:			Dial Back-Up PIN Debit		Number of Stations:			
		POS Vendor/VAR:			Vendor/VAR Phone:				Currently Processing?		Yes	No	
		Middleware:	Paygistix Client	PC Charge	Payware	NETePAY	Midnite Express	Other:					
		Comments:											

Pursuant to the MPA, Payment Logistics Limited and their authorized representatives will debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software, shipping, rental fees, wireless fees, setup fees and gateway fees as well as any applicable state taxes.

CONFIRMATION PAGE

PROCESSOR INFORMATION:

Payment Logistics Limited
6265 Greenwich Drive, Ste 110, San Diego, CA 92122
www.paymentlogistics.com

1-888-624-3687

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your discount rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard, Visa and Discover. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 19 of the Program Guide).
2. **We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 10 of Program Guide.
4. **If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 21 of the Card General Terms.
6. **We have assumed certain risks** by agreeing to provide you with Card processing. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card General Terms in Section 24, Term; Events of Default and Section 25, Reserve Account; Security Interest), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement early, you will be responsible for the payment of an early termination fee as set forth in Part III, A.3 under "Additional Fees and Early Termination."

9. Card Organization Disclosure

Visa and MasterCard Member Bank Information: Wells Fargo Bank N.A.

The Bank's mailing address is 1200 Montego, Walnut Creek, CA 94598, and its phone number is (925) 746-4143.

Important Member Bank Responsibilities:

- a. The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant.
- b. The Bank must be a principal (signer) to the Merchant Agreement.
- c. The Bank is responsible for educating Merchants on pertinent Visa and MasterCard rules with which Merchants must comply; but this information may be provided to you by Processor.
- d. The Bank is responsible for and must provide settlement funds to the Merchant.
- e. The Bank is responsible for all funds held in reserve that are derived from settlement.
- f. The Bank is the ultimate authority should a merchant have any problems with Visa or MasterCard products (however, Processor also will assist you with any such problems).

Important Merchant Responsibilities:

- a. Ensure compliance with Cardholder data security and storage requirements.
- b. Maintain fraud and Chargebacks below Card Organization thresholds.
- c. Review and understand the terms of the Merchant Agreement.
- d. Comply with Card Organization rules.
- e. Retain a signed copy of this Disclosure Page.
- f. You may download "Visa Regulations" from Visa's website at: <http://usa.visa.com/merchants/merchant-support/international-operating-regulations.jsp>
- g. You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>
- h. You may download "American Express Merchant Operating Guide" from American Express' website at: www.americanexpress.com/merchantopguide

Print Client's Business Legal Name: _____

By its signature below, Client acknowledges that it has received (either in person, by facsimile, or by electronic transmission) the complete Program Guide [version VERPLL1803(ia)] consisting of 35 pages (including this confirmation).

Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Agreement.

Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

Client understands that a copy of the Program Guide is also available for downloading from the Internet at:

www.paymentlogistics.com/ProgramGuide

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED AND, IF MADE, ANY SUCH ALTERATIONS OR STRIKE-OUTS SHALL NOT APPLY.

Client's Business Principal Signature *(Please sign below:)*

X _____
Signature **Title** **Date**

Print Name of Signer

TO BE COMPLETED BY MERCHANT

Business Name: (On file with Bank)	
Authorized Signer:	
Title:	
<p>By providing my signature below, I authorize you to perform a bank rating for Payment Logistics Limited in such form as they provide to you. This authorization shall cover all my accounts with your financial institution and shall remain valid indefinitely unless I terminate this authorization by providing written notice to you.</p>	
<p>X _____ Date _____</p> <p>Signature (Must be authorized signer on file with Financial Institution)</p>	
<p>_____</p> <p>Print Name</p>	

TO BE COMPLETED BY FINANCIAL INSTITUTION

Instructions: Complete the following and fax back to 888.772.9564. If you have any questions, please contact our Risk Management Department at 888.624.3687.					
Account Number:			Account Type:		
Date Open:	Low Balance:	Average Balance:	Current Balance:	Overdraft Protection Amt:	#NSFs (past 12 mos.)
Account Number:			Account Type:		
Date Open:	Low Balance:	Average Balance:	Current Balance:	Overdraft Protection Amt:	#NSFs (past 12 mos.)
Account Number:			Account Type:		
Date Open:	Low Balance:	Average Balance:	Current Balance:	Overdraft Protection Amt:	#NSFs (past 12 mos.)
Financial Institution Performing Bank Rating:					
<p>X _____ Date _____</p> <p>Signature</p>					
_____			_____		
Print Name			Phone Number		